

## TURBINE EASEMENT AGREEMENT AND RELEASE

AGREEMENT made this 28 day of June 2012 between **Halstead G. Burhoe and Sherry Anne Burhoe both of P.O. Box 96, East Dixfield, ME 04427 and James K. Burhoe of P.O. Box 452, Jay, ME 042339**, (hereinafter referred to as "Grantor") and **Canton Mountain Wind, LLC**, a Massachusetts Limited Liability Company of 549 South Street, Quincy, MA 02169 (hereinafter referred to as "Owner") in regard to the Canton Mountain Wind Project, a proposed commercial wind power generation facility on Canton Mountain in Canton, Maine (hereinafter referred to as the Wind Facility").

WHEREAS, the Owner intends develop, construct, own and operate the proposed Wind Facility and the Grantor lives in the vicinity of the proposed Wind Facility; and

WHEREAS, The Grantor and Owner wish to memorialize their agreement with respect to the effects of any proximity of the Owner's property to the proposed Wind Facility in the event that Owner constructs and operates the proposed Wind Facility in future;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the performance by the parties hereto under a certain private letter agreement dated June 28, 2012 (the "Letter Agreement") and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed the parties do hereby agree as follows:

1. **Easement Rights.** The Grantor hereby grants to Owner and its successors and assigns in perpetuity (unless terminated as provided hereinbelow), the following rights, privileges, and easements in and to certain real estate of Grantor located on Canton Mountain Road in Canton, Maine, Maine (the "Property") as shown on a plan attached hereto as **Exhibit A**. This easement shall benefit the nearby property of Owner which is or may in future be the site of the Wind Facility, as the same is generally described in a deed (or deeds) recorded in the Oxford East unty Registry of Deeds in Book 4703, at Pages 199-201:
  - A. **Sound Wave Easement:** Owner shall have the perpetual right and easement to generate and maintain on and above the Property audible wind turbine noise levels, air turbulence, sound wave emissions (including but not limited to infrasound), disturbance, or emanations of any kind or nature that are created in the ordinary course of operations or maintenance of Owner's Wind Facility.
  - B. **Light and Shadow Easement:** Owner shall have the perpetual right and easement to create on and above the Property shadow, light, or so-called "flicker" light effect that may be created in the ordinary course of operations or maintenance of Owner's Wind Facility. Owner shall further have the right to have Wind Facility lighting effects (including but not limited to any aircraft-avoidance lights which may be required of the Wind Facility by Federal Aviation Administration regulations) enter the Property of Grantor.

C. Appurtenance; Benefits and Burdens; Real Covenants. The rights and covenants set forth herein, including the release of claims and agreement to indemnify and hold harmless, are intended as real covenants that shall run with the land, the benefits of which shall run with the land of Owner (the Wind Facility) for the benefit of the successors and assigns of Owner, and the burdens of which shall run with the Property and be binding upon the successors and assigns of Grantor.

2. Release of claims. In further consideration of this Agreement, the Grantor agrees to the following:

- A. Grantor does hereby release Owner from any and all claims, demands, or causes of action arising from or related to their proximity to the Wind Facility either now or in the future. Grantor acknowledges that it has been fully and fairly compensated for any and all claims of damages or harm (including diminished property value) related to the foregoing and Grantor, for itself, its successors and assigns, hereby releases Owner, its successors and assigns and any operating entities claiming by, through or under any of them, all of whom are expressly intended as beneficiaries of this release, from and for any and all claims, demands, causes of action, losses, liabilities, costs and expenses arising in any way out of emissions or emanations or other manners of disturbance or nuisance associated with the Wind Facility, including, without limitation, claims or causes of action relating to public or private nuisance.
- B. The Grantor shall not bring or participate in legal action against Owner (whether directly or through a regulatory authority) regarding the operations of the Wind Facility, including but not limited to claims arising from or related to sound or disturbance, nuisance, infrasound and/or flicker (nor any related diminution in property value alleged as a result thereof) that is generated by normal operation and/or maintenance of the Wind Facility.
- C. Grantor, its or their successors and assigns shall indemnify and hold harmless Owner and its successors and assigns for and from and against any and all claims, demands, causes of action, losses, liabilities, costs and expenses (including reasonable attorney fees) that may be threatened against and/or suffered or incurred by Owner arising out of or related to: i) Grantor's breach hereof; or ii) claims arising in any way out of or otherwise related to any noise, light, shadow or other emissions or emanations or other manners of disturbance associated with the Wind Facility, including, without limitation, claims or causes of action relating to public or private nuisance that arise by through or under Grantor and/or agents or other parties under the control of Grantor or any other persons claiming by, through, or under Grantor, its

successors and assigns, including tenants, sub-tenants, and/or other operating entities and/or their respective employees.

**D. THIS RELEASE IS INTENDED TO ACT AS A COMPLETE WAIVER AND RELEASE TO THE MAXIMUM EXTENT PERMITTED BY LAW AS TO THE SUBJECT MATTER HEREOF.**

3. **Termination.** In the event that: a) Owner does not complete construction of the Wind Facility by the date which is five (5) years from the date of the recording hereof; or b) Owner shall default in its performance under the Letter Agreement, this Agreement shall automatically terminate without further notice, and all rights and obligations hereunder shall be fully released. Grantor may record an affidavit under oath that one or both of the foregoing conditions has occurred, shall send a copy thereof to Owner upon recording at Owner's last known address, and in the event that Owner shall not record evidence contesting the facts of Grantor's affidavit within thirty (30) days of Grantor's recorded affidavit, it shall be conclusive evidence of the termination hereof. Owner may release or terminate this Agreement unilaterally at any time by recording a release of the rights herein running to Grantor or its successor, a copy of which shall be mailed to Grantor at Grantor's last known address upon recording thereof by Owner, and upon recording of such a release by Owner, this Agreement shall terminate without further notice, and all rights and obligations hereunder shall be fully released.
4. **Miscellaneous.** This instrument shall be governed by and construed in accordance with the laws of the State of Maine. Owner may, without notice to or Grantor's consent or approval, mortgage, collaterally assign, or otherwise encumber and grant security interests in all or any part of the easement rights granted to Owner hereunder.

IN WITNESS WHEREOF, the said parties hereto set their hands and seals to this instrument on the day first written above.

(Signature Page to Follow)

**GRANTOR**

By: Halstead G. Burhoe  
By: Sherry Anne Burhoe  
By: James K. Burhoe  
Date: \_\_\_\_\_

Address: \_\_\_\_\_

P.O. Box 96 \_\_\_\_\_

East Dixfield, ME 04427 \_\_\_\_\_

**OWNER**

Canton Mountain Wind, LLC

By: Jay Cashman

Date: 28 June 2012 July 11, 2012

Address: \_\_\_\_\_

Patriot Renewables, LLC \_\_\_\_\_

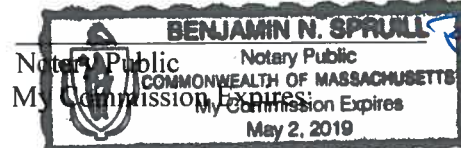
549 South Street \_\_\_\_\_

Quincy, MA 02269 \_\_\_\_\_

**COMMONWEALTH OF MASSACHUSETTS**

Norfolk, SS.  
county

On this 28 day of June, 2012, before me, the undersigned notary public, personally appeared Halstead G. and Sherry Anne Burhoe and James K. Burhoe, as Grantor proved to me through satisfactory evidence of identification, which was a Maine drivers license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as owner of the Property.



**COMMONWEALTH OF MASSACHUSETTS**

\_\_\_\_\_, SS.

On this 11 day of July, 2012, before me, the undersigned notary public, personally appeared Jay Cashman, as Manager of Canton Mountain Wind, LLC [corporation], proved to me through satisfactory evidence of identification, which was a Massachusetts drivers license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as Manager of said [corporation].

[Signature]  
Notary Public  
My Commission Expires: \_\_\_\_\_

